



Credit Application

Billing Information				
Business Legal Name			DBA Name	
Address				
City		State	ZIP	
Phone #	Fax #		Website	
Type of Business	Years in Business		State Incorporated	
Federal ID#	Sales Tax #		Duns #	
Projected Annual Purchases	Annual Sales		No. of Employees	

**Please attach sales tax exemption certificate with this application

Company Contacts				
President		Contact #		Email
Chief Financial Officer		Contact #		Email
Controller / Treasurer		Contact #		Email
Purchasing		Contact #		Email
Accounts Payable		Contact #		Email
Email Address to Send Invoices		Contact #		Email

Bank References					
Bank Name	Account Number	Contact	Address	Phone #	Fax #

Trade References - Please Provide 5 References					
Company Name	Account Number	Contact	Address	Phone #	Fax #

Financial Highlights - Please Provide 3 Years of Financial Information or Provide 3 Years of Financial Statements					
Year	Amounts		YEAR	Amounts	
	Amounts			Amounts	
Annual Sales					
Gross Profits					
Operating Expenses					
Net Income / (Loss)					
Current Assets					
Fixed Assets					
Other Assets					
Current Liabilities					
Long Term Debt					
Equity					

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This application and the information contained herein is provided in connection with a request for the extension of credit for commercial use only. Applicant hereby certifies that it is a Corporation ____, LLC ____, Partnership ____, or Sole proprietorship ____ (check one) which is organized under the laws of the State of _____. Applicant further certifies that the name provided on this form is the true and accurate legal name of this entity Applicant authorizes the named creditor to obtain credit reports from any credit-reporting agency. The Applicant further authorizes any bank or commercial business with whom the Applicant is doing or has done business to release and provide information to the creditor which will assist creditor in the credit investigation. e Applicant further authorizes the creditor to investigate the Applicant's credit status on a continuing basis as the creditor deems necessary. Applicant acknowledges that the creditor may limit or terminate credit terms at any time as it deems appropriate.

The Applicant named above ("Buyer") and any Guarantor(s) (defined below) hereby jointly and severally agree to the following terms and conditions:

Any dispute, claim or controversy arising out of, relating to or concerning any invoice or the parties' business relationship must be brought in the State of Georgia. This Agreement shall be binding upon the successors and assigns of the parties hereto and shall be subject to and governed by the internal laws of the State of Georgia without regard to conflicts of law principles Buyer hereby further consent to jurisdiction in the State of Georgia, and all claims must be brought in a Georgia State court of competent jurisdiction. Notwithstanding any provision to the contrary, Buyer agrees to bring any claim or dispute against Seller within one year after the occurrence of the event giving rise to such dispute or any such claim shall be barred. Furthermore, the Applicant acknowledges and agrees that unless it disputes in writing any invoice to it within ten (10) days, the invoice shall be considered accurate and duly payable per the invoice terms.

- 1. BUYER'S/GUARANTOR'S LIABILITY FOR ATTORNEYS' FEES AND COLLECTION EXPENSES: In the event a legal action is commenced by Seller to enforce any of the terms of this Agreement or to collect any amounts due to it from Buyer , the Buyer and Guarantor(s), jointly and severally, agree to pay all reasonable costs and out-of- pocket expenses incurred by Seller enforcing Buyer's obligations to any other obligations including reasonable attorneys' fees and all collection expenses of Seller.**
- 2. The Buyers account is subject to a SERVICE CHARGE computed at 1.5% per month which is 18% per annum, if not paid within 30 days of invoice date. Buyer acknowledges and agrees that Seller's liability hereunder shall be limited to all fees paid by Buyer to Seller and shall not include any fees for taxes, freight or other third party costs. In no event shall Seller be liable to Buyer for any special, incidental, indirect or consequential damages.**
- 3. ACCEPTANCE: Acceptance of this application by the Seller shall not be construed to require the Seller to sell any products to the Buyer. The Seller is under no obligation to accept any purchase order submitted by the Buyer. The Seller may accept any order (i) by providing notice of acknowledgment of such order to the Buyer or (ii) by shipping the products ordered. ALL PURCHASE ORDERS ARE SUBJECT TO THE "TERMS AND CONDITIONS OF SALE" IN EFFECT AT THE TIME OF ACCEPTANCE OF THE PURCHASE ORDER, A CURRENT COPY OF WHICH IS AVAILABLE AT THE BUYER'S REQUEST. SELLER RETAINS THE RIGHT TO ALTER THE "TERMS AND CONDITIONS OF SALE" AT ANY TIME. In the event a purchase order shall be deemed an acceptance of Buyer's offer, the purchase order is expressly conditioned upon Buyer's assent of the then current Terms and Conditions and Seller's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by Buyer and will not constitute a waiver by Seller of any of the current Terms and Conditions or in Seller's acknowledgment. All terms contained on the Buyer's**

purchase order, other than terms specifying the type(s) of products ordered, the requested shipment date(s) and shipment destination(s) are expressly rejected by the Seller.

4. **PERSONAL GUARANTY:** In consideration of the Seller's extending credit hereunder, the individual(s) or entity(ies) executing this Master Agreement and Personal Guaranty on the "Signature" line below (the "Guarantor(s) hereby jointly and severally, personally, irrevocably and unconditionally guarantee(s) and promise(s) to pay Seller, on demand, any and all indebtedness of the above named Buyer to the Seller, including all costs and expenses (including reasonable attorneys' fees and expenses) incurred by Seller in collecting the amounts to which it is entitled, as well as enforcing any other obligations created hereby or hereinafter arising in favor of This is a continuing guarantee, and the obligations created hereby are unaffected by any change in the terms of the original indebtedness between the Seller and the Buyer save that of payment.

5. **ENTIRE AGREEMENT/NO ORAL AGREEMENTS/GEORGIA LAW:** This Master Agreement and Personal Guaranty, along with the referenced Terms and Conditions of Sale, constitute the entire understanding of the parties with respect to its subject matter and supersede and merge all prior and contemporaneous communications, understandings, and agreements. Except as to questions concerning the arbitrability of a dispute arising here from, this Master Agreement and Personal Guaranty shall be construed pursuant to the laws of the State of Georgia, without regard to its principles of conflicts of law.

**SO AGREED AND ACCEPTED BY BUYER/GUARANTOR:
ACCOUNT NAME:**

Signature: _____

Print Name: _____

Dated: _____